



## SECTION 4 | ALTERNATIVE

Our vast experience in implementing municipal collection systems and programs with a desire for cost-effective waste reduction and diversion goals has lead us to provide the following alternative proposal for consideration by the Town.

### Alternative proposal one

Waste Management strongly supports a system of managing recyclable materials through an economic model that allows for the sharing of risk and reward as commodity values change. We are at an all-time low point on commodity prices and our base bid rates reflect not only the current low value of recyclable materials but also an assumption that commodity prices could decline further.

Additionally, we are proposing to mitigate the risk of changing diesel fuel prices through in innovative adjustment mechanism that will allow us to reduce our initial base rate.

We are prepared to reduce our base bid rate for Residential Recycling Collection and Processing by \$13.96 per unit per year or \$43,960 annually in return for the addition of recycling and fuel adjustment formulas as set forth in the following pages.

Under the current market value for recyclables commodities and current diesel fuel index, this alternate proposal would not only reduce the annual cost of the contract by nearly \$13,611, it will also allow the Town further savings should commodity prices improve.

As you will see in the recycling value calculations below, the town would be charged a rate per ton each month for recyclable materials collected. The rate for September 2018 would have been \$49.51 per ton. That cost would be multiplied by the actual recycling tons collected and added to the monthly invoice, Based on the September rate, the annual charge for processing and marketing recyclables would be \$30,349.63 (\$49.51 x 613 tons per year) and when added to the base collection price in our alternate proposal of \$597,797 you total annual cost would be \$628,146 for a savings of \$13,611 from our based bid.

### Single stream recycling specifications and terms and conditions (Exhibit A)

#### 1. Definitions

**“Blended Value”** or **“BV”** is the total weighted value per Ton of each Recyclable and Non-Recyclable component (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of Customer to the Designated Facility.

**“Composition Audit”** means the basis upon which Single Stream Materials are measured to determine the percentage of each Recyclable and Residue component.

**“Company Fee”** means the compensation per Ton for costs incurred by Company to prepare Recyclables for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.

**“Customer’s Value Share”** means the Customer’s percentage of the Blended Value as set forth on Exhibit B.

**“Excluded Materials”** means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by Company.

**“Net Value”** means the amount paid to Customer by Company, or paid to Company by Customer, after subtracting any charges owed by Customer from the Customer’s value share.

**“Non-Recyclables”** means any materials in the Single Stream Materials that are not Recyclables as set forth in Exhibit A.

**“Recyclables”** means acceptable materials contained within the Single Stream Materials as set forth and further defined in Exhibit A.

**“Residue”** means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition or processing system constraints, and which are disposed of after such processing.

**“Single Stream Materials”** means all Customer’s materials delivered to Company containing Recyclables and Non-Recyclables.

**“Specifications”** means the description of the Single Stream Materials as set forth in Exhibit A.

**“Ton”** means 2,000 pounds.

**“Uncontrollable Circumstances”** means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

## 2. Quantity and quality

a. During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of the Single Stream Materials collected by or on behalf of Customer. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the Single Stream Materials any Recyclables listed in Exhibit A without the express written consent of Company. Customer shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the listing of acceptable Recyclables in Exhibit A shall be made upon the mutual agreement of Customer and Company.

b. Customer represents and warrants that it shall provide and deliver the Single Stream Materials in accordance with the Specifications set forth in Exhibit A. Title to Recyclables provided by Customer to Company is transferred to Company upon Company’s receipt or collection unless otherwise provided in

this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with Customer at all times.

c. Composition Audits may be performed by Company at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Customer in order to identify the overall material composition and associated Blended Value. For the purposes of the Blended Value, the composition percentages derived from the most recent Composition Audit will be effective after each Composition Audit the month immediately following the most recent Composition Audit.

d. Contamination Audits may be performed by Company at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Customer in order to identify the overall percentage of "Non-Recyclables" or "Contamination" present. Where the percentage of Non-Recyclables exceeds ten (10) percent, the excess Contamination percentages derived from the most recent Contamination Audit will be effective after each Contamination Audit the month immediately following the most recent Contamination Audit and Customer shall be subject to an Excess Contamination Charge.

### **3. Pricing/payments**

Payments and charges to Customer shall be calculated as set forth on Exhibit B. Company shall pay Customer (or Customer shall pay Company) the Net Value of the Single Stream Materials. Where the Net Value is positive, Company shall pay Customer on or about the last day of the month following delivery for those Single Stream Materials purchased during the preceding month. Where the Net Value is negative, Customer shall pay Company within 30 days of date of invoice.

### **4. Deliveries**

Company shall deliver Single Stream Materials to a facility of its choice. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Company at the facility.

### **5. Materials**

a. If Excluded Materials are delivered to the Facility by or on behalf of Customer, Company, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by Applicable Law. Customer will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Company, Customer must remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If Customer fails to timely remove such Excluded Materials after request by Company, Company may, after notice to Customer, transport and dispose of such Excluded Materials and charge the costs thereof to Customer.

b. Company shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Company makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists.

### **6. Public education and outreach**

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. Customer shall use reasonable efforts to inform its residents

of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Company shall provide reasonable assistance to Customer in such efforts.

### 7. Effect of material change affecting agreement

In the event that a change in Applicable Law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables or Single Stream Materials, (each a “Material Change”), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of Company, this Agreement shall be modified or suspended as may be necessary to comply with, ameliorate, or prevent the detrimental effects on the Agreement of, such Material Change. A Party detrimentally affected by a Material Change shall so notify the other Party and request amendment to this Agreement accordingly, and the Parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof have been, or should be, so modified or suspended. If a Material Change precludes or reduces any of Company’s rates or other revenues, or otherwise increases costs to process single stream materials, then the Parties shall modify this Agreement in accordance with this provision in order that Company can achieve, on an ongoing basis, profits that existed immediately prior to the Material Change.

### Specifications

**RECYCLABLES** shall be dry, loose, not bagged, and includes the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers - brown, clear, or green - empty
Ferrous (Iron) cans - empty	PET plastic containers with the symbol #1 - with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) - empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

Recyclables may be added or deleted upon mutual consent of the Parties.

**RECYCLABLES** do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers

Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

### Delivery specifications

Single Stream Materials delivered by or on behalf of Customer may not contain more than 3% Non-Recyclables or any Excluded Materials. In the event a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return or disposal costs, including Excess Contamination Charges as set forth on Exhibit B.

### Blended value/charges (Exhibit B)

#### 1. Value share

Where the Blended Value is greater than the Company Fee, Customer's value share is 50% of the difference between the Blended Value and the Company Fee. When the Blended Value is less than the Company Fee, Customer shall pay Company the difference between the Company Fee and the Blended Value.

#### 2. Charges

- (a) The initial Company Fee is \$72.00 per delivered ton.
- (b) The initial Residue Fee is \$230.00 per delivered ton.
- (c) The initial Excess Contamination Fee is \$275.00 per ton.
- (d) The Company Fee, Residue Fee, and Excess Contamination Fee shall be increased by 2% on January 1, 2020 and each January 1 thereafter should this Agreement be extended further.

To calculate the Blended Value per ton of the Single Stream,

- (a) The percentage of each Recyclable and Residue component set forth below contained in the Single Stream Materials as established and revised from time-to-time by the Composition Audits, is multiplied by current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

- "PPW" means the higher of the prices issued by *RISI PPI Pulp & Paper Week* for the New England Region, Domestic Price, 1<sup>st</sup> issue of the month retroactive to the first of the month.
- "SMP" means the higher of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com), for the New York Region, first dated price each month, retroactive to the first of the month.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an

alternative publication more accurately reflects such market conditions, then Company may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Customer's consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.

- Notwithstanding anything to the contrary contained herein, if Company determines prior to the 10<sup>th</sup> of the month, that the anticipated Actual Value for any commodity will be more than 10% lower than the index published for such commodity that month, due to market conditions, Company may substitute the anticipated Actual Value as established on or about the 10<sup>th</sup> of the month for the index value that month.
- "Actual Value" means the average price paid to or charged the Designated Facility during the month of delivery of the Single Stream Materials, minus any freight, customs charges, duties, or other charges paid to third parties for such sales.
- Customer shall pay Company a charge for each ton of residue delivered ("Residue Fee").
- The initial composition of the Customer's Recyclables shall be presumed to be as set forth in the following table.

Material Component	Commodity Value	Composition %
Cardboard and other brown papers	PPW OCC #11	22.87%
All other paper	PPW MIX #54	52.92%
Aluminum / beverage cans	SMP for Aluminum Cans (Sorted, Baled, ¢/lb., picked up minus \$0.08 per pound)	0.07%
Steel/Tin	SMP for Steel Cans (Sorted, Densified \$/Ton dropped off at RC)	1.62%
Plastic #1	SMP for PET (baled, ¢/lb. picked up)	1.65%
Plastic #2 Natural	SMP for Natural HDPE (baled, ¢/lb. picked up)	0.84%
Plastic #2 Colored	SMP for Colored HDPE (baled, ¢/lb. picked up)	0.84%
Mixed Plastics	Actual Value	0.69%
Glass	Actual Value	15.49%
Residue	Residue Fee	3.00%
<b>Total:</b>		<b>100%</b>

#### 4. Excessive contamination

(a) **Composition Audit.** Where a Composition Audit determines that Customer's percentage of Non-Recyclables exceeds three percent (3%), among other changes in the composition, the composition table shall be revised to reflect the new composition in order to determine Blended Value. In addition, Customer shall pay Company an Excess Contamination Fee for the percentage greater than 3%. As an example, if Customer's non-Recyclables are 8% Customer shall pay Company for 5% of the total tons delivered in the month multiplied by \$50.00 per ton as compensation for excess non-Recyclables in addition to any other charges owed. Company may net such charge from Customer's Value Share where such Value Share is positive. By way of example:

*Blended Value - Processing Fee under the revised composition table = \$13.25 - \$72.00 = \$58.75 per ton charge*

30 tons per month delivered

Excess Contamination Fee = 5% of 51 or 2.5 tons x \$50.00 per ton = \$125.00

**Total Charge: \$58.75 x 51 tons + \$125.00 = \$3,121 per month**

(b) **Contamination Audit.** Where a Contamination Audit determines that Customer's percentage of Non-Recyclables exceeds three (3%), the total tons used to calculate Blended Value shall be reduced by the amount of excess contamination. Excess contamination shall be charged at \$275.00 per ton.

By way of example (if the contamination audit shows 8% contamination):

Blended Value = \$22.01- Company Fee = \$72.00  
 Excess Contamination = 5% and Excess Contamination Fee = \$275.00  
 51 tons delivered in the month

Customer Value/Charges =  
 Value: Blended Value - Company Fee = (\$22.49 - \$72.00) per ton = \$49.51 charge per ton x 51 tons = \$2,525.01

Excess Contamination Fee: \$275.00 per ton x 2.5 tons = \$687.50

Total Charge: \$3,121+ \$687.50 = \$3,808.50 for the month

Revenue Share Calculation - Single Stream				
Commodity	Index *	Current Composition %	Market Value/Ton	Values
OCC (Cardboard)	PPW OCC #11	22.87%	\$ 70.00	\$ 16.01
Mixed Paper (All other paper)	PPW Mix #54	52.92%	\$ -	\$ -
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, cents/lb. picked) minus \$.08 per pound	0.07%	\$ 1,480.00	\$ 1.04
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and dropped off at RC)	1.62%	\$ 40.00	\$ 0.65
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	1.65%	\$ 360.00	\$ 5.94
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.84%	\$ 840.00	\$ 7.06
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	0.84%	\$ 320.00	\$ 2.69
Mixed Plastics	Actual Value	0.69%	\$ 48.42	\$ 0.34
Glass	Actual Value	15.49%	\$ (28.96)	\$ (4.49)
Residue	Residue Fee	3.00%	\$ (225.00)	\$ (6.75)
	<b>Total/Blended Value</b>	<b>100.00%</b>		<b>\$ 22.49</b>
	MRF Processing Fee (Annual adjustment)	\$	72.00	
	50% Share Above Fees			\$ (49.51)

### Fuel Cost Adjustment

Adjustments due to changes in cost of diesel fuel will be calculated as follows.

The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration, (website <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) for diesel for the New England region, from the established baseline cost of \$3.27 per gallon (including taxes) of diesel fuel.

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The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be fixed at 986 gallons per month.

Adjustments will be made biannually on January 1 and July 1, based on the cost of diesel for the six calendar months prior to adjustment (1/1/19 to 6/30/19 for the first such adjustment on July 1, 2019).

Adjustment Example:

Fuel Price (Avg. 6 mos. per DOE)	= \$3.02 per Gal
Established Baseline Fuel price	= \$3.27 per Gal
Increase / (decrease)	= (\$0.25 per Gal)
Fuel Adjustment (\$0.25 x 986 Gals)	= \$246.5 Credit per mo.

In the above example the Town would receive a credit of \$246.50 per month for the six months subsequent to the first adjustment period.



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## SECTION 5 | PROPOSAL EXCEPTIONS

Waste Management strives to be transparent in our proposals. Our goal is to strike a balanced contract that benefits both parties over the term of the partnership. We have witnessed how difficult it is for the Town when contractors attempt to negotiate new terms after an award is made. That is not how we do business. As such, included in the following pages are our requested exceptions for your review and consideration.

- The proposal hereby submitted by Waste Management of New York, LLC. is contingent upon the parties negotiating and reaching a mutually agreeable form of contract prior to the delivery of any services.

SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



[townofaurora.com](http://townofaurora.com)

WS-2/GB

**TOWN OF AURORA**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

## MEMO

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TO: Town Board  
FROM: Kathleen Moffat  
RE: High Speed Internet Upgrade  
DATE: 11/13/18

Approval is respectfully requested for the Supervisor to sign the Service/Pricing/E911 Agreements with Time Warner Cable/Spectrum for high speed internet upgrades to the following locations:

- Location A: Senior Center
- Location C: Highway Department
- Location D: Town Hall Offices
- Location E: Town Court

We would like to add internet at the following locations:

- Location B: Hamlin Park
- Location F: Community Pool

We have 2 options with the locations B and F.

- 1) Add Spectrum internet and use on a seasonal basis at a cost of \$44.99/mth. We can suspend service when the summer ends and reinstate service in the spring. We would be charged \$99 for the truck rollout necessary for reinstatement. **OR**
- 2) Utilize mobile hotspots from Verizon. The actual device is provided free of charge, but the unlimited data would cost \$39.99/mth per device. This service would also be suspended during the months the locations are not in use, at no charge.

WS-3/5C+  
5D

# TOWN OF AURORA

300 GLEED AVENUE, EAST AURORA, NY 14052

BUILDING DEPARTMENT

(716) 652-7591

FAX (716) 652-3507

## MEMO

TO: Jim Bach & Town Board Members  
FROM: Don Owens, Chairman, Planning Board  
DATE: November 8, 2018

=====

Chairman Don Owens stated that Alice Brown would be a voting member for the meeting.

The following action was taken at the November 7, 2018 meeting of the Planning & Conservation Board:

Norm Merriman moved to recommend the Town Board approve the ODA/ODA Variance request proposal as presented by Sally Erbe (owner) and Tom Johnson (builder) for front yard (45 feet) and side yard (15 feet) setback variances at 643 Knox Rd SBL: 164.00-2-6.21 on the condition that the owner and builder check the diameter of the cul de sac to ensure proper size for emergency vehicle turnaround.

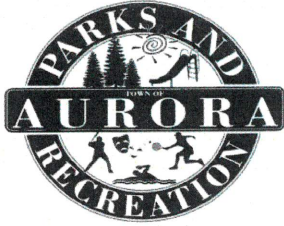
Seconded by Dave Librock.

Upon a vote being taken:

ayes – five

noes – none

Motion Carried.



**Town of Aurora  
Department of Parks & Recreation**

300 Gleed Avenue  
East Aurora, New York 14052

office (716) 652-8866

652-5646

urora.com

rarec.com

WS-4/6F

To: Town Board  
From: Elaine Schiltz  
Date: 10/31/18

Re: New Special Event

Approval is requested to hold a Ball Drop for New Years' Eve. It will be held on December 31<sup>st</sup> at the Healthy Zone Rink on Riley Street. I have permission from the rink to have the event in their parking lot.

The events flier and budget is attached.

# Let's Celebrate 2019 Together!

Join us as we celebrate the Town of Aurora' Bicentennial  
with a **Ball Drop** at Midnight on New Year's Eve!

**Place:** Healthy Zone Rink  
41 Riley Street, East Aurora



**When:** December 31, 2018

**Time:** 11:00pm - 12:00am Free Public Skate  
12:00 Midnight - Ball Drop in Parking Lot

**For:** Everyone's Invited!

Enjoy a free hour of skating before we gather outside of the Healthy Zone Rink to celebrate our 200<sup>th</sup> Anniversary with our first Town of Aurora New Year's Eve Ball Drop!

Sponsored by the Town of Aurora Recreation and Erie 1 Boces

For More Information: Go to [www.aurorarec.com](http://www.aurorarec.com) or call 652-8866

**Town of Aurora Parks and Recreation Special Events**

**New Year's Eve Ball Drop 2019 Budget**

**No Revenue**

<b>Expenses</b>		<b>Account</b>
Rink Rental	\$220.00	A00-7186-0411
Ball	\$300.00	A00-7140-440
<b>Sub Total</b>	<b>\$520.00</b>	
<b>Staff</b>		
1 staff x 3 hrs	\$45.00	A00-7020-112
<b>Total Expenses</b>	<b>\$565.00</b>	

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



TOWN CLERK  
Martha L. Librock  
TOWN CLERK  
Martha L. Librock  
TOWN CLERK  
Martha L. Librock

TOWN

WS-5/6G

**TOWN OF AURORA**  
Southside Municipal Center  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

TOWN COUNCIL MEMBERS

October 31, 2018

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TOWN ATTORNEY  
Ronald P. Bennett

TOWN JUSTICE  
Douglas W. Marky  
Jeffrey P. Markello

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FAX: (716) 652-3507

To: Town Board Members

I respectfully request the Town Board authorize the purchase of the following estimated materials to install a new roof and siding for the lodge and shed in JP Nicely Park in West Falls. This will be purchased now and installed later by the Highway Department. I have obtained the following estimates of materials for this job:

Sixt Lumber- \$2653.90

84 Lumber- \$2807.13

Miris Supply- Could not quote lumber portion

Sincerely,

David M. Gunner  
Superintendent of Highways

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



ERK  
brock  
3280  
com  
tc WS-6/6I

**TOWN OF AURORA**  
**Southside Municipal Center**  
300 Gleed Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

TOWN COUNCIL MEMBERS

October 29, 2018

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Jolene M. Jeffe  
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Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

To: Town Board Members

I respectfully request the Town Board authorize Town Clerk Martha Librock to advertise for bid the attached specifications for a new 2019 ½ ton pickup truck. This will be delivered in 2019 and paid for out of the 2019 budget.

SUPT. OF HIGHWAYS  
David M. Gunner  
(716) 652-4050  
[highway@townofaurora.com](mailto:highway@townofaurora.com)

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Gunner", with a stylized flourish at the end.

SUPT. OF BUILDING  
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David M. Gunner  
Superintendent of Highways

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WS7-6P

(716) 652-3280  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

## MEMO

---

TO: Town Board  
FROM: Kathleen Moffat  
RE: Town Supervisor Credit Card  
DATE: 11/13/18

Approval is respectfully requested to authorize the issuance of a credit card in the name of Town Supervisor James J. Bach.

WS-8 / 6Q

# December 2018

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10 TB MEETING 7pm	11	12	13	14	15
16	17	18	19	20 TB MEETING 11 AM.	21	22
23	24	25 CHRISTMAS	26	27	28	29
30	31					

123Calendars.com

RESOLUTION APPROVING ODA VARIANCE REQUEST

50

WHEREAS, Sally and Richard Erbe have applied for an Open Development Area (ODA) permit for property located at 643 Knox Road (SBL#164.00-2-6.21) in the Town of Aurora; and

WHEREAS, the proposed location of the single family dwelling is approximately one hundred eighty eight (188) feet from the front yard lot line and sixty (60) feet from the ingress/egress (driveway) side yard lot line of the property;, and

WHEREAS, Chapter 99-31(A)(1) of the Codes of the Town of Aurora requires the front yard setback to be two hundred (200) feet from the boundary line parallel to the street right-of-way; and

WHEREAS, Chapter 99-31 (A)(2) of the Codes of the Town of Aurora requires the side yard setback on the ingress/egress side of the property to be seventy five (75) feet; and

WHEREAS, the applicant has requested a front yard setback variance of twelve (12) feet and a side yard setback variance of fifteen (15) feet to permit the construction of the residence closer to the lot lines than provided for in the Town Code; and

WHEREAS, the petitioner has demonstrated the need for said variance due to the topography and make-up of the soil of the property; and

WHEREAS, this Open Development variance request was reviewed by the Town Planning Board and said Board recommended that the Town Board approve the front yard and side yard setback variances; and

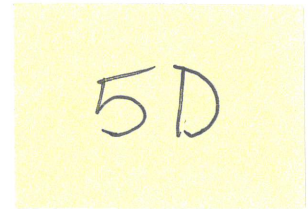
WHEREAS, §99-37 of Chapter 99 authorizes the Town Board to vary the strict compliance of the regulations would not cause a concern of public interest.

NOW, THEREFORE, be it

RESOLVED, the Town Board of the Town of Aurora does hereby grant a twelve (12) feet front yard setback variance and a fifteen (15) feet side yard setback variance allowing the single family residence to be built not closer than one hundred eighty eight (188) feet to the north lot line and not closer than sixty (60) feet to the east lot line of the property at 643 Knox Road (SBL#164.00-2-6.21).

RESOLVED, this Resolution shall be incorporated by reference into the application and approval of the Open Development Area permit.

**RESOLUTION  
APPROVING OPEN DEVELOPMENT AREA PLAN  
643 KNOX ROAD  
TOWN OF AURORA, NEW YORK**



**WHEREAS**, Chapter 99 of the Code of The Town of Aurora establishes standards for landowners who wish to develop or subdivide land that lacks adequate public road frontage for standard lot development (known as “open development area”); and

**WHEREAS**, the Applicant has filed an Open Development Area application for 643 Knox Road (SBL#164.00-2-6.21) and seeks approval to construct a single family residence on the 10.21± acre parcel; and

**WHEREAS**, the Applicant has made every reasonable attempt and all necessary effort to comply with specifications of Chapter 99 of the Code of the Town of Aurora; and

**WHEREAS**, in 2016 the Town Board approved the Open Development Area application to subdivide a forty-one acre parcel into three lots, all of which lack required public road frontage, with one of those lots being 643 Knox Road; and

**WHEREAS**, a narrative description of the private right-of-way, including but not limited to, ownership of the right-of-way and a maintenance plan for the right-of-way, has been recorded in the office of the Erie County Clerk in Liber 11139 of Deeds at page 9028; and

**WHEREAS**, this action is considered a Type II under SEQR and no further review under SEQR is required; and

**WHEREAS**, the applicant petitioned the Town Board for front yard and side yard setback variances to allow the residence to be constructed twelve (12) feet closer to the north lot line and fifteen (15) feet closer to the east lot line than allowed by code and the variances were granted; and

**WHEREAS**, according to Section 99-37 of the Code, the Town Board may modify the specifications and requirements in any Open Development Area Plan, where in the Board’s judgment, such modifications are in the public interest and/or will avoid the imposition of unnecessary hardship on the applicant.

**NOW THEREFORE BE IT**

**RESOLVED**, that the Town Board of the Town of Aurora acknowledges that compliance with all other standards, requirements and conditions, including those specified by the Town Board as noted above, is in the public interest and will substantially secure the objectives of the modified standard; and **BE IT FURTHER**

**RESOLVED**, that approval of this Open Development Area, with front yard and side yard setback variances, by the Town Board of the Town of Aurora, and any future development will be subject to the standards and requirements of Chapter 99 of the Code of the Town of Aurora without modification, variance or waiver; and **BE IT FURTHER**

**RESOLVED**, that said Open Development Area Plan for 643 Knox Road (SBL#164.00-2-6.21) Knox Road is approved.

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** TOWN OF AURORA  
300 GLEED AVENUE  
EAST AURORA, NY 14052

**PROJECT:** AURORA MUNICIPAL CENTER  
575 OAKWOOD AVENUE  
EAST AURORA, NY 14052

**APPLICATION NO:** 1  
**PERIOD TO:** 10/25/2018  
**DISTRIBUTION TO:**  
OWNER  
ARCHITECT  
CONTRACTOR

**FROM (CONTRACTOR):** INGALLS SITE DEVELOPMENT, INC.  
297 MEYER ROAD  
WEST SENECA, NY 14224

**VIA (ARCHITECT):** FONTANESE FOLTS AUBRECHT  
ERNST ARCHITECTS PC  
6395 W QUAKER STREET  
ORCHARD PARK, NY 14127

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** PARKING LOT/RETAINING WALL **CONTRACT DATE:** 9/17/2018

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 173,000.00
- 2. Net Change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 173,000.00
- 4. TOTAL COMPLETED AND STORED TO DATE \$ 110,325.00

**CONTRACTOR:** INGALLS SITE DEVELOPMENT, INC.  
297 MEYER ROAD WEST SENECA, NY 14224

By: James J. Ingalls  
JAMES INGALLS / PRESIDENT  
State of: NY  
County of: ERIE

Date: 10/22/2018

- 5. RETAINAGE:
  - a. 5.00% of Completed Work \$ 5,516.26
  - b. 0.00% of Stored Material \$ 0.00

Subscribed and Sworn to before me this 22 Day of October, 2018  
Notary Public: Christina Wagonbecker  
Qualified in Erie County  
My Commission Expires: 3/10/22  
No. 01WA6298022  
My Commission Expires: 03-10-2022

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** \$ 104,808.74

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: John E. Cauley  
Date: 10/25/2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

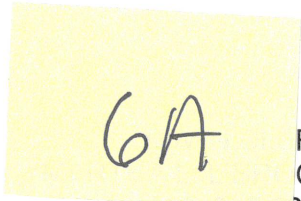
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>	<b>0.00</b>	<b>0.00</b>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>	<b>0.00</b>	<b>0.00</b>

5E

SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



  
RK  
CK  
(716) 652-5280  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
300 Gleed Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

## MEMO

---

TO: Town Board  
FROM: Kathleen Moffat  
RE: New Server for Town Hall  
DATE: 11/13/18

Approval is respectfully requested to purchase a new Dell server for Town Hall, as per discussion with Nicholas Fodero at the 8/15/18 budget meeting. The pricing comes from the NY OGS state contract. The cost is \$4,758.25 and will be charged to A 1680.401 which currently has a balance of \$16,756.61. The quote and contract award are attached.

6C

**RESOLUTION, DATED NOVEMBER 13, 2018, OF THE TOWN BOARD OF THE TOWN OF AURORA, ERIE COUNTY, NEW YORK (THE "TOWN") ADOPTING SEC-DRIVEN CONTINUING DISCLOSURE COMPLIANCE PROCEDURES**

WHEREAS, Securities Exchange Commission ("SEC") Rule 15c2-12 (the "Rule") generally prohibits underwriters from purchasing or selling municipal securities unless the issuer of such securities has entered into a continuing disclosure obligation; and

WHEREAS, the Town is a periodic issuer of municipal securities and thus has entered into continuing disclosure obligations (or will do so) from time to time; and

WHEREAS, Hodgson Russ LLP, as bond counsel to the Town, has prepared and has recommended that the Town adopt certain SEC-driven continuing disclosure compliance procedures; and

WHEREAS, the Town deems it to be in the best interest of the Town to adopt formal written procedures to help ensure continuing disclosure compliance, and to designate an official responsible for ensuring that such procedures are followed;

NOW THEREFORE, BE IT RESOLVED, that the Town hereby adopts the continuing disclosure compliance procedures that are attached hereto as "Schedule A" and resolves to be governed thereby; and be it further

RESOLVED, that the below Schedule A will be placed in its entirety in the official records, files, and minutes of the Town and adhered to going forward; and be it further

RESOLVED, that this resolution shall take effect immediately upon its adoption.

Schedule A

**TOWN OF AURORA  
ERIE COUNTY, NEW YORK**

**Continuing Disclosure Compliance Procedures for  
Tax-Exempt Bonds and Notes**

**a. Purpose:** The purpose behind implementation of these continuing disclosure compliance procedures is to ensure that the **Town of Aurora, Erie County, New York** (the “Issuer”) (i) is compliant with its continuing disclosure obligations with respect to the securities it issues, pursuant to Rule 15c2-12, as amended (the “Rule”), promulgated under the Securities Exchange Act of 1934, as amended and (ii) makes accurate reports as to its compliance therewith in connection with its offerings of securities from time to time.

**b. Disclosure Compliance Officer Designation, Education and Training:** The Issuer will designate a “Disclosure Compliance Officer” who will be the primary official responsible for monitoring compliance with the continuing disclosure requirements listed in the Issuer’s continuing disclosure undertakings. The Disclosure Compliance Officer will attend training and educational seminars that are offered on an annual basis by the Issuer’s bond counsel (the law firm of Hodgson Russ LLP) and will consult with the Issuer’s bond counsel and municipal advisor as needed to keep current on Securities and Exchange Commission regulations and developments relating to continuing disclosure compliance for its obligations. **The Issuer’s designated Disclosure Compliance Officer is the Town Supervisor, currently James J. Bach.**

**c. Continuing Disclosure Obligations Review:** The Disclosure Compliance Officer is responsible for reviewing, with the Issuer’s municipal advisor, the Issuer’s continuing disclosure undertakings to determine the date(s) by which annual financial information and audited financial information, along with any required material events notices and, if applicable, failure to file notices, must be filed with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“EMMA”) system in accordance with the Rule.

**d. Preparation of Annual Financial Information and Audited Financial Statements:** If the Issuer’s continuing disclosure undertakings require the filing of annual financial information and audited financial statements with EMMA, the Disclosure Compliance Officer will coordinate with the Issuer’s auditor and municipal advisor to ensure that such documents are prepared and submitted in advance of the deadline for such filing.



**e. Monitoring Disclosure Compliance:** The Disclosure Compliance Officer will monitor the filing with EMMA of any and all documents required under the Issuer's continuing disclosure undertakings through consultation with the Issuer's municipal advisor and bond counsel when necessary.

**f. Correcting Potential Non-Compliance:** Upon discovery of potential or existing non-compliance with the Issuer's continuing disclosure undertakings, the Disclosure Compliance Officer will promptly take steps, including consultation with the Issuer's municipal advisor and bond counsel, to correct such non-compliance, such as by filing failure to file notices with EMMA.

**g. Official Statements:** The Disclosure Compliance Officer will review for accuracy and completeness any descriptions of the Issuer's continuing disclosure compliance history contained in the initial drafts of notices of sale or official statements that are promulgated by the Issuer in connection with its bond and note issues, and will inform the Issuer's municipal advisor and bond counsel of any potential inaccuracies or omissions within, so that any discovered inaccuracies or omissions in the draft document(s) can be corrected before such document(s) are finalized and distributed.

\* \* \*

The question of the adoption of the foregoing resolution was duly put to a vote, which resulted as follows:

AYES:

NOES:

ABSENT:

The resolution was thereupon declared duly adopted.



## TOWN OF AURORA SENIOR CENTER

101 King Street, Suite A  
East Aurora, New York 14052  
Phone: (716) 652-7934  
Fax: (716) 652-9083

6D

### MEMO

**To: James Bach and Town Board Members**

**From: Donna Bodekor**

**Date: October 30, 2018**

I am requesting that the board approve the strip/seal/wax of the center floors. I have included three quotes from Bieler Janitorial, and All Guard Sealer Systems. Bieler Janitorial is the lowest quote of the two. The funds will be taken from line A1620.422 (Buildings & Grounds and Repair & Maintenance). We will schedule at a convenient time for our programs after approval.

*Let done  
Jan 2017*

### Request for a Purchase Price Quote w/ Labor For the Town of Aurora

Please complete this form and return to:  
Town of Aurora Senior Center  
101 King Street Suite A  
East Aurora, NY 14052  
dbodekor@townofaurora.com

Quotation Deadline (Date & Time):

716-652-7934 (Phone)  
716-652-9083 (Fax)

Company providing quote: Bieler Janitorial Services

Address: 3592 N. Buffalo Rd., Orchard Park, NY 14127

Contact person: Kevin Bieler

Phone Number: 716-662-7038 Email: bieler@janitorialbuffalo.com

Description of product and labor/service requested (including date needed for delivery):

Strip/Seal/Wax 5400 sq. ft.  
Move Furniture

*\*Formal Quote is attached.*

Location of Delivery:  
\_\_\_\_\_  
\_\_\_\_\_

Expected Delivery Date: \_\_\_\_\_

Total Estimate (including delivery): Vinyl strip + refinish - \$1298.88  
Move Furniture: \$129.00 > \$1427.88

Name of preparer: Kevin Bieler

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRICE:** Price shall be net and shall include delivery. All transportation and delivery charges prepaid to the point of delivery.

**SALES TAX:** Please note that the Town of Aurora is exempt from federal, state and local taxes.

over 50 years of personalized service

# Bieler

## Janitorial Services

3592 North Buffalo Rd. Orchard Park, NY 14127  
phone (716) 662-7038 fax (716) 662-7439

September 26, 2018

Town of Aurora Senior Center  
101 Kings St.  
East Aurora, NY 14052  
716-652-7934 (phone)  
716-652-9083 (fax)

Thank you for allowing Bieler Janitorial to provide a quote for your flooring needs.  
Below is our service quote for all vinyl composite tile in Senior Center – Approximately 5400  
Sq. Ft.:

Strip & refinish vinyl floors:

1. Rotary –strip floor surface to remove old finish and soils
2. Detail edges, hand scrub/scrape
3. Extract soiled water
4. Damp mop rinse and neutralize floor surface
5. Apply 2 coats of premium finish

Cost of Labor and Material: \$1298.88

Move all equipment & tables from one side to the other:

Cost of Labor and Material: \$129.00

If you have any questions, please do not hesitate to contact me.

Thank you for allowing Bieler Janitorial to quote your business. We look forward to hearing  
from you.

Respectfully,

Kevin Bieler  
Vice President

# Request for a Purchase Price Quote w/ Labor For the Town of Aurora

Please complete this form and return to:  
Town of Aurora Senior Center  
101 King Street Suite A  
East Aurora, NY 14052  
dbodekor@townofaurora.com

**Quotation Deadline (Date & Time):**

716-652-7934 (Phone)  
716-652-9083 (Fax)

Company providing quote: All Guard Sealer Systems, LLC

Address: 1515 Two Rod Rd

Contact person: Timothy J. Wrazen

Phone Number: 716-492-4305 Email: twrazen@yahoo.com

**Description of product and labor/service requested (including date needed for delivery):**

Strip/Seal/Wax 5400 sq. ft.  
Move Furniture

Location of Delivery: Estimate Attached

Expected Delivery Date: \_\_\_\_\_

Total Estimate (including delivery): \_\_\_\_\_

Name of preparer: \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRICE:** Price shall be net and shall include delivery. All transportation and delivery charges prepaid to the point of delivery.

**SALES TAX:** Please note that the Town of Aurora is exempt from federal, state and local taxes.

# All Guard Sealer Systems

Serving Western New York since 1993

Timothy J. Wrazen  
1515 Two Rod Rd  
Marilla, NY 14102  
Phone (716) 492-4305  
email twrazen@yahoo.com

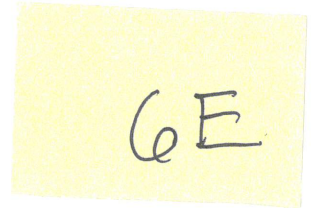
# Work Estimate

DATE: September 27, 2018

Aurora Senior Center  
101 King St # A  
East Aurora, NY 14052  
(716) 652-7934

DESCRIPTION	Sq. Ft.	RATE	AMOUNT
Strip / Seal / Wax	5400	\$0.25	\$ 1,350.00
Move furniture			\$ 90.00
Clean and Buff 5 to 7 days after strip and wax			\$ 135.00
SUBTOTAL			\$ 1,575.00
TAX RATE			
SALES TAX			-
OTHER			
TOTAL			\$ 1,575.00

We appreciate your business - Thank you.



November 5, 2018

Reference No. 11124638

Mr. James Bach  
Supervisor  
Town of Aurora  
300 Gleed Avenue  
East Aurora, New York 14052

Dear Mr. Bach:

**Re: Engineering Services for Aurora Mills Cluster Development  
Public Improvement Permit (PIP) – Construction Administration and Inspection**

GHD is currently under contract with the Town of Aurora (Town) to provide construction administration and inspection services for the above referenced project. GHD was authorized on August 28, 2017 to provide the following scope of work for the not-to-exceed fee of \$90,000.

1. Receive and review shop drawings for all materials and products to be provided and installed, for compliance with Town of Aurora construction standards and detailed design documents prepared by Developer's engineer.
2. Provide continuous, full-time onsite inspection of construction activities by a qualified construction inspector during construction associated with waterline installation, pavement, drainage facilities and storm piping installation, grading, and erosion control.
3. Coordinate inspection as required by outside agencies (i.e., Erie County Water Authority).
4. Coordinate need for, and details of, any clarifications of project design with the Developer's design engineer.
5. Witness testing of completed systems.
6. Conduct a final walk-through of completed project with all affected agencies.
7. Provide periodic site visits by the construction supervisor to resolve conflicts, etc., as necessary.

To date, GHD has expended approximately 80 percent of our budget and the project is approximately 65 percent complete. Based on the remaining work to be completed and the Contractor's projected rate of progress and upcoming weather conditions, GHD requests an additional \$45,000 at the previously proposed rate of \$100 per hour. This will bring the not-to-exceed fee to \$135,000, which is below the PIP deposit of \$147,424.70 submitted by the Developer. In accordance with the Town's PIP regulations, all costs associated with providing this construction inspection are to be reimbursed to the Town by the Developer out of the PIP deposit fee.

Only the exact number of man-hours expended by personnel working on this PIP will be invoiced, so if fewer hours are expended, the actual cost will be less. Conversely, GHD will advise the Town and the



Developer in writing if we become aware of any circumstances anticipated that may cause our engineering fee to exceed the estimated upset.

GHD proposes to complete these services in accordance existing Standard Terms for Professional Services signed by the Town on August 28, 2017. Should this request meet with your approval, please sign in the space below and return a copy for our files.

We appreciate your consideration and look forward to diligently working with the Town to bring this project to a successful completion. As always, please do not hesitate to call me should you have any questions.

Sincerely,

GHD

William W. Wheeler, PE  
Project Manager

WWW/las/4

cc: Mr. Daniel J. Kolkmann – GHD  
Camie Jarrell, PE – GHD

**AUTHORIZATION**

This proposal was accepted by the Town of Aurora at its \_\_\_\_\_, 2018 board meeting, and the Supervisor was duly authorized to sign this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
James Bach, Supervisor  
Town of Aurora





November 5, 2018

Reference No. 11124638

Mr. James Bach  
Supervisor  
Town of Aurora  
300 Gleed Avenue  
East Aurora, New York 14052

Dear Mr. Bach:

**Re: Engineering Services for Aurora Mills Cluster Development  
Public Improvement Permit (PIP) – Construction Administration and Inspection**

GHD is currently under contract with the Town of Aurora (Town) to provide construction administration and inspection services for the above referenced project. GHD was authorized on August 28, 2017 to provide the following scope of work for the not-to-exceed fee of \$90,000.

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2. Provide continuous, full-time onsite inspection of construction activities by a qualified construction inspector during construction associated with waterline installation, pavement, drainage facilities and storm piping installation, grading, and erosion control.
3. Coordinate inspection as required by outside agencies (i.e., Erie County Water Authority).
4. Coordinate need for, and details of, any clarifications of project design with the Developer's design engineer.
5. Witness testing of completed systems.
6. Conduct a final walk-through of completed project with all affected agencies.
7. Provide periodic site visits by the construction supervisor to resolve conflicts, etc., as necessary.

To date, GHD has expended approximately 80 percent of our budget and the project is approximately 65 percent complete. Based on the remaining work to be completed and the Contractor's projected rate of progress and upcoming weather conditions, GHD requests an additional \$45,000 at the previously proposed rate of \$100 per hour. This will bring the not-to-exceed fee to \$135,000, which is below the PIP deposit of \$147,424.70 submitted by the Developer. In accordance with the Town's PIP regulations, all costs associated with providing this construction inspection are to be reimbursed to the Town by the Developer out of the PIP deposit fee.

Only the exact number of man-hours expended by personnel working on this PIP will be invoiced, so if fewer hours are expended, the actual cost will be less. Conversely, GHD will advise the Town and the



Developer in writing if we become aware of any circumstances anticipated that may cause our engineering fee to exceed the estimated upset.

GHD proposes to complete these services in accordance existing Standard Terms for Professional Services signed by the Town on August 28, 2017. Should this request meet with your approval, please sign in the space below and return a copy for our files.

We appreciate your consideration and look forward to diligently working with the Town to bring this project to a successful completion. As always, please do not hesitate to call me should you have any questions.

Sincerely,

GHD

William W. Wheeler, PE  
Project Manager

WWW/las/4

cc: Mr. Daniel J. Kolkmann – GHD  
Camie Jarrell, PE – GHD

**AUTHORIZATION**

This proposal was accepted by the Town of Aurora at its \_\_\_\_\_, 2018 board meeting, and the Supervisor was duly authorized to sign this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_

James Bach, Supervisor  
Town of Aurora

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jjeffe@townofaurora.com](mailto:jjeffe@townofaurora.com)



**TOWN OF AURORA**  
Southside Municipal Center  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

TOWN CLERK  
pck  
280  
com  
t  
GH

September 26, 2018

To: Town Board  
Re: Request to Surplus Pickup truck

Please surplus the Highway Truck #316. It is a 2011 Ford F 150 Pickup, inventory #2091. The Vin Number is 1FTMF1EM8BFB46728. We intend auction it off with Auctions International.

Thank you,

A handwritten signature in cursive script, appearing to read 'Elizabeth Deveso'.

Elizabeth Deveso  
Highway Secretary

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



TOWN CLERK

towncl

65

## TOWN OF AURORA

Southside Municipal Center

300 Gleed Avenue, East Aurora, NY 14052

[www.townofaurora.com](http://www.townofaurora.com)

TOWN COUNCIL MEMBERS

November 7, 2018

Susan A. Friess  
[sfriess@townofaurora.com](mailto:sfriess@townofaurora.com)

Jeffrey T. Harris  
[jharris@townofaurora.com](mailto:jharris@townofaurora.com)

Jolene M. Jeffe  
[jjeffe@townofaurora.com](mailto:jjeffe@townofaurora.com)

Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

SUPT. OF HIGHWAYS  
David M. Gunner  
(716) 652-4050  
[highway@townofaurora.com](mailto:highway@townofaurora.com)

SUPT. OF BUILDING  
Patrick J. Blizniak  
(716) 652-7591  
[building@townofaurora.com](mailto:building@townofaurora.com)

ASSESSOR  
Richard L. Dean  
[assessor@townofaurora.com](mailto:assessor@townofaurora.com)  
(716) 652-0011

DIR. OF RECREATION  
Peggy M. Cooke  
(716) 652-8866  
[peggy@townofaurora.com](mailto:peggy@townofaurora.com)

TOWN ATTORNEY  
Ronald P. Bennett

TOWN JUSTICE  
Douglas W. Marky  
Jeffrey P. Markello

HISTORIAN  
Robert L. Goller  
(716) 652-7944  
[historian@townofaurora.com](mailto:historian@townofaurora.com)

FAX: (716) 652-3507

To: Town Board Members

I respectfully request the Town Board approve of the hiring of Nick Snyder as a Full-Time Laborer. His pay will be set at \$17.41 per hour. Nick has done an outstanding job working for the highway department for the past 5 months as a Seasonal Laborer. This position will be effective December 1, 2018.

Nick is committed to becoming a 1 man snow plow operator and is currently studying to obtain his CDL permit. He will be assigned as a night watchman/pickup plow operator for the winter. During the winter Nick will be training on all 5 plow routes and plans on having passed his CDL road test by April 1, 2019.

If Nick is continues to succeed I am planning on him becoming a Truck driver by November 1, 2019 and having his own snowplow route for the 2019/2020 winter season.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Gunner".

David M. Gunner  
Superintendent of Highways

OK



# BUDGET TRANSFER REQUEST FORM

Please note the following guidelines:

- A shortage of **less than \$750 per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the **approval of the Supervisor**.
- A shortage of **\$750 or more per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the approval of the Town Board.
- A shortage of **any amount** can be satisfied with this form requesting a budget transfer(s) between lines which fall under **the responsibility of different Department Heads**. These will require the approval of the Town Board.
- Budget transfers must be made **PRIOR** to the expenditure.
- **All budget transfers must be submitted to the Supervisor's Office using this form.**

Department Head Name (printed): David Gunner

Signature: [Signature] Date: 10/22/18

I am requesting the following budget transfer(s):

1. \$ 1373.87 From (account number): A 7110.410 Current Balance \$ 3,721.06

To (account number): A 7110.434 New Balance \$ ~~2,347.19~~ 1,600.60

Reason: cost came in higher than expected for landscaping
2. \$ 1,398.18 From (account number): A 7110.110 Current Balance \$ 2,762.10 2411.74

To (account number): A 7110.444 New Balance \$ ~~1,364.1~~ 0

Reason: cost higher than expected
3. \$ 320.17 From (account number): A 7189.410 Current Balance \$ 481.08 320.17

To (account number): A 7189.105 New Balance \$ ~~160.91~~ 0

Reason: main tenure cost of parks

**Approvals:**

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Board Approval Meeting Date: \_\_\_\_\_ Action #: \_\_\_\_\_

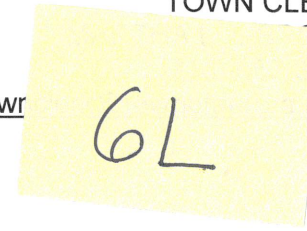
SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



**TOWN OF AURORA**  
300 Gleed Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

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TOWN CLERK  
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## MEMO

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TO: Town Board

FROM: Kathleen Moffat

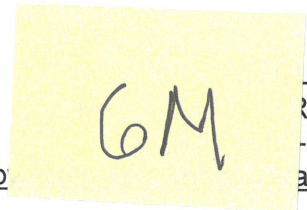
RE: Budget Amendment: Purchase of Williamson Building & Code Enforcement Software

DATE: 11/13/18

Approval is respectfully requested to amend the budget in order to properly account for the purchase of new software for the Building Department, as approved at the 9/10/18 Town Board meeting. The amendment is as follows:

- Add expenditure line A 1680.211 Software
- Decrease expenditure line A 3620.101 Superintendent of Buildings by \$18,377
- Decrease expenditure line A 3620.102 Clerical by \$2,213
- Increase expenditure line A 1680.211 by \$20,590
- Decrease expenditure line A 3620.102 Clerical by \$2,772
- Increase expenditure line A 1680.401 Central Data Processing by \$2,772

SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



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ROCK  
-3280  
a.com

**TOWN OF AURORA**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

## MEMO

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TO: Town Board

FROM: Kathleen Moffat

RE: Budget Amendment: Community Pool Bench Donation

DATE: 11/13/18

Approval is respectfully requested to amend to budget to record the donation from the Girl Scouts (approved at the 10/22/18 Town Board meeting) for a bench at the Community Pool. The amendment is as follow:

- Increase revenue line A 2705 Gifts & Donations by \$626.08
- Increase expenditure line A 7180.426 Maintenance of Pool by \$626.08

SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



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**TOWN OF AURORA**  
300 Gleed Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

## MEMO

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TO: Town Board  
FROM: Kathleen Moffat  
RE: Budget Amendment: Reimbursement of Ash Tree Innoculation  
DATE: 11/13/18

Approval is respectfully requested to amend the budget to properly account for the reimbursement of costs associated with inoculating ash trees in the village as approved at the October 9, 2018 town board meeting. The amendment is as follows:

- Increase revenue line A 2770 Other Unclassified Revenues by \$4,498.
- Increase expenditure line A 7110.434 Landscaping Materials by \$4,498.



**Williamson Law Book Company**  
790 Canning Parkway Victor, New York 14564

60

October 31, 2018

Town of Aurora  
300 Gleed Avenue  
East Aurora NY 14052

**ANNUAL SOFTWARE SUPPORT CONTRACT**

Enclosed is an invoice renewing your Software Support coverage for the following program:

**Building & Code Enforcement w/Mobile Apps**  
11-1-2018 to 10-31-2019

This agreement between Williamson Law Book Company (WLB) and the Town of Aurora (referred to as "customer") will provide ongoing software support and maintenance to the customer as described herein.

Williamson Law Book Company (WLB) agrees to provide the customer with:

- Support: WLB will provide support to assist in using the software. Support will be provided by internet, phone or fax during normal business hours.
- Notice of all program enhancements and their benefits.
- All state mandated changes at no extra charge. (excluding any training required by the customer)

The customer agrees to:

- Maintain hardware in proper working condition.
- Make continued efforts to work with and properly use WLB software.
- Train new personnel in the event of employee turnover. (Additional training may be purchased from WLB.)

Charges for the Software Support Contract shall be \$2380.00 as specified on the enclosed invoice.

**\*\*\* Please sign and return one copy of this contract with your payment.\*\*\***

Thank you,

SIGNED:



Williamson Law Book Company

Accepted for the Town of Aurora

by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Month Year Reported: ----> October 2018 CLERK'S MONTHLY REPORT  
 Town Name: -----> Town of Aurora  
 Prepared By: -----> Martha L. Librock  
 Date Submitted: -----> Nov, 01 2018

7A

TO THE Supervisor:

Pursuant to Section 27, Subd. 1, of the Town Law, I hereby make the following statement of all the fees and monies received by me in connection with my office, during the month above stated, excepting only such fees and monies the application and payment of which are otherwise provided for by law.

RSC Code	Revenue Description	Item Count	Total Revenue	Town Portion	Other Disburses
100	SPORTING LICENSE REVENUE	17	1,886.00	104.71	1,781.29
200	DOG LICENSE REVENUE	213	2,751.00	2,486.00	265.00
301	MARRIAGE LICENSE	4	160.00	70.00	90.00
303	CERTIFIED MARRIAGE CERTIFICATE	6(8)	80.00	80.00	0.00
601	BIRTH CERTIFICATE	1	10.00	10.00	0.00
602	DEATH CERTIFICATE	5(42)	420.00	420.00	0.00
<b>Report Totals:</b>		246	5,307.00	3,170.71	2,136.29
REVENUES TO SUPERVISOR - CLERK FEES					684.71
REVENUES TO SUPERVISOR - DOG FEES					2,486.00
<b>TOTAL TOWN REVENUES TO SUPERVISOR:</b>					<b>3,170.71</b>
Amount paid to NYS DEC REVENUE ACCOUNTING					1,781.29
Amount paid to DEPT. OF AG. AND MARKETS					265.00
Amount paid to STATE HEALTH DEPARTMENT FOR MARRIAGE LICENSES					90.00
<b>TOTAL DISBURSED TO OTHER AGENCIES:</b>					<b>2,136.29</b>
<b>TOTAL DISBURSED:</b>					<b>5,307.00</b>

NOVEMBER 1 20 18 JAMES J. BACH Supervisor,  
 State of New York, County of Erie, Town of Aurora

Martha L. Librock being duly sworn, says that she/he is the Town Clerk of the Town of Aurora that the foregoing is a full and true statement of all Fees and Monies received by her/him during the month stated, excepting only such Fees the application and payment of which are otherwise provided for by law.

Subscribed and Sworn to before me  
 this 1st day of November 20 18  
Sheryla A Miller Notary Public

Martha L. Librock  
 Town Clerk

**SHERYLA A. MILLER**  
 Reg. #01MI6128663  
 Notary Public, State of New York  
 Qualified in Erie County  
 Commission Expires June 13, 2021



7B

**TOWN OF AURORA**  
Southside Municipal Center  
300 Glead Avenue, East Aurora, NY 14052

From: Martha L. Librock, Town Clerk

Monthly Statement – Tax Collection

To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of Oct, 2018 in connection with the collection of taxes, excepting only such fees the application and payment of which are otherwise provided for by law:

Received From	Type of Receipt	Amount
Taxes	School Taxes	\$ 13,684,600.92
Taxes	Penalties	11,221.73
Taxes	Interest	0
Taxes	NOW Acct Interest	583.02
Taxes		
	Total Received	\$ 13,696,405.67

State of New York  
County of Erie  
Town of Aurora

Martha L. Librock, being duly sworn, says that she is the Town Clerk of the Town of Aurora; that the foregoing is a full and true statement of all fees and monies applicable to tax collection received by her during the month stated excepting only such fees and monies the application of which are otherwise provided for by law.

Martha L. Librock, Town Clerk

Subscribed and Sworn to before me  
this 1st day of November, 2018

Notary Public  
**SHERYL A. MILLER**  
Reg. #01MI6128663  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires June 13, 2021



7C

**TOWN OF AURORA**  
Southside Municipal Center  
300 Glead Avenue, East Aurora, NY 14052

From: Barbara A. Halt, Water Clerk

Monthly Statement – Water Fee Collection

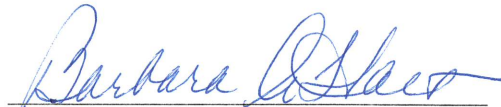
To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of Oct, 2018 in connection with the collection of water fees, excepting only such fees the application and payment of which are otherwise provided for by law:

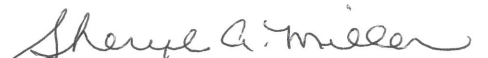
Received From	Type of Receipt	Amount
Water Billing	Water Bills	\$47,946.80
	Total Received	\$47,946.80

State of New York  
County of Erie  
Town of Aurora

Barbara A. Halt, being duly sworn, says that she is the Water Clerk of the Town of Aurora; that the foregoing is a full and true statement of all fees and monies applicable to water fee collection received by her during the month stated excepting only such fees and monies the application of which are otherwise provided for by law.

  
Barbara A. Halt, Water Clerk

Subscribed and Sworn to before me  
this 1<sup>st</sup> day of November, 2018

  
Notary Public  
**SHERYL A. MILLER**  
Reg. #01MI6128663  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires June 13, 2021



**James Bach**

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**From:** Deborah Carr-Hoagland <carrhoagland@gmail.com>  
**Sent:** Tuesday, October 09, 2018 4:05 PM  
**To:** James Bach  
**Subject:** Library

Jim,  
I will complete my term on the library board December 31, 2018.  
I appreciate the opportunity to serve as Trustee but am no longer available.  
Thank you  
Deborah Carr-Hoagland  
[carrhoagland@gmail.com](mailto:carrhoagland@gmail.com)

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



**TOWN OF AURORA**  
**Southside Municipal Center**  
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[www.townofaurora.com](http://www.townofaurora.com)

town

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## MEMORANDUM

**TO:** James Bach, Supervisor  
Susan Friess, Councilwoman  
Jeffrey Harris, Councilman  
Jolene Jeffe, Councilwoman  
Charles Snyder, Councilman

**FROM:** Roger Pigeon, Assessor

**DATE:** November 1, 2018

**RE:** Exemption Application Deadline

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The State of New York has provided options for senior citizens exemption which are not filed by March 1<sup>st</sup> as required by law. There are five (5) local options available as indicated in the attached guideline. Adoption of any of the options requires passage of a local law.

As per my experience in the office, we have not had the issues of late filings occur as the staff has been diligent as to making sure the senior citizens renewals are all filed by March 1<sup>st</sup>.

The information attached is for your review.

# Assisting seniors who missed the exemption application deadline

There are five provisions of the law that generally allow seniors to file exemption applications after taxable status date. Three of the options relate to the senior citizens exemption, and two relate to Enhanced STAR.

## Local options to extend the filing period for the senior citizens exemption

Each option to extend the deadline for the senior citizens exemption requires adoption of a local law.

### Provisions to extend filing period for the senior citizens exemption

Subdivision of RPTL 467	New or renewal applications	Who reviews and approves applications	Date of extended deadline	Cause of late applications
Subdivision 5-a	New or renewals	Assessor	Grievance day	Death of an immediate family member, or serious illness of the applicant or a family member that can be documented by a physician
Subdivision 8	Renewals only	Assessor	Grievance day	Any cause
Subdivision 8-a	Renewals only	Assessor	Last day to pay taxes without interest or penalty	"Good cause" as determined by the local assessor



## Extending the deadline for late Enhanced STAR applications

The options below do **not** require adoption of a local law.

### Provisions to extend the deadline for late Enhanced STAR applications

Subdivision of RPTL 425	New or renewal applications	Who reviews and approves applications	Date of extended deadline	Cause of late application
Subdivision 6-e	New or renewals	Assessor	Grievance day	Death of an immediate family member, or serious illness of the applicant or a family member that can be documented by a physician
Subdivision 6-a (2) <u>More information</u>	Renewals only	New York State Department of Taxation and Finance	Last day to pay taxes without interest or penalty	"Good cause" as determined by the commissioner

## Resources

- [Property tax exemptions index](#)
- [Senior citizens exemption](#)
- [STAR eligibility](#)

*Updated: April 17, 2018*